

APPENDIX

By Exhibit Number

Form 633-101 – Appraisal Report (Iowa DOT Logo)	
Detailed – Fee	Exhibit 1-1
Detailed – Permanent Easement	Exhibit 1-2
Detailed – Fee and Permanent Easement	Exhibit 1-3
Value Finding – Fee	Exhibit 1-4
Value Finding – Permanent Easement	Exhibit 1-5
Value Finding – Fee and Permanent Easement	Exhibit 1-6
Form 633-204 – Certificate of Appraiser	Exhibit 2
Form 633-205 – Purpose, Definitions, Title, etc.....	Exhibit 3
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4
Form 633-401 – Residential Appraisal Report (Iowa DOT Logo).....	Exhibit 5
Form 633-701 – Appraisal of Sign or Billboard (Iowa DOT Logo).....	Exhibit 6
Form 632-052 – Record of Contacts (All Appraisals-Include in File).....	Exhibit 7
Form 633-210 – Comparable Sale Data (Rural)	Exhibit 8
Form 633-215 – Comparable Sale Data (Urban or Residential)	Exhibit 9
Form 633-301 – Supplemental to Appraisal (Minor Revision).....	Exhibit 10
Form 633-501 – Review Appraiser’s Report	Exhibit 11
Form 633-102 – Allocation of Just Compensation (Needed for Partial Acquisitions).....	Exhibit 12
Form 633-502 – Certificate of Review Appraiser.....	Exhibit 13
Appraisal Report	
Detailed – Fee.....	Exhibit 14-1
Detailed – Permanent Easement	Exhibit 14-2
Detailed – Fee and Permanent Easement	Exhibit 14-3
Value Finding – Fee	Exhibit 14-4
Value Finding – Permanent Easement.....	Exhibit 14-5
Value Finding – Fee and Permanent Easement	Exhibit 14-6

Residential Appraisal Report	Exhibit	15
Appraisal of Sign or Billboard	Exhibit	16
Review Appraiser's Report	Exhibit	17
Certificate of Review Appraiser	Exhibit	18
Instructional Legal Appendix	Exhibit	19
Sample of Transmittal Letter	Exhibit	20
Summary of Proposed Acquisition Explanation (From R/W Design Section)	Exhibit	21

APPENDIX

By Function & Purpose

Iowa DOT Detailed Appraisal Reports

Form 633-101 – Appraisal Report (Iowa DOT Logo)	
Fee.....	Exhibit 1-1
Permanent Easement.....	Exhibit 1-2
Fee and Permanent Easement.....	Exhibit 1-3
Form 633-204 – Certificate of Appraiser	Exhibit 2
Form 633-205 – Purpose, Definitions, Title, etc.....	Exhibit 3
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4

Iowa DOT Value Finding Appraisal Reports

Form 633-101 – Appraisal Report (Iowa DOT Logo)	
Fee.....	Exhibit 1-4
Permanent Easement.....	Exhibit 1-5
Fee and Permanent Easement.....	Exhibit 1-6
Form 633-204 – Certificate of Appraiser	Exhibit 2
Form 633-205 – Purpose, Definitions, Title, etc.....	Exhibit 3
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4

Iowa DOT Residential Appraisal Reports

Form 633-401 – Residential Appraisal Report (Iowa DOT Logo).....	Exhibit 5
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4

Iowa DOT Appraisal of Advertising Device

Form 633-701 – Appraisal of Sign or Billboard (Iowa DOT Logo).....	Exhibit 6
Form 633-204 – Certificate of Appraiser	Exhibit 2
Form 633-205 – Purpose, Definitions, Title, etc.....	Exhibit 3
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4

Iowa DOT Miscellaneous Appraisal Forms

Form 632-052 – Record of Contacts (All Appraisals-Include in File).....	Exhibit 7
Form 633-210 – Comparable Sale Data (Rural)	Exhibit 8
Form 633-215 – Comparable Sale Data (Urban or Residential)	Exhibit 9
Form 633-301 – Supplemental to Appraisal (Minor Revision).....	Exhibit 10

Iowa DOT Appraisal Reviews

Form 633-501 – Review Appraiser’s Report.....	Exhibit 11
Form 633-102 – Allocation of Just Compensation (Needed for Partial Acquisitions).....	Exhibit 12
Form 633-502 – Certificate of Review Appraiser.....	Exhibit 13

Non-Iowa DOT Eminent Domain Detailed Appraisal Reports

Appraisal Report	
Fee.....	Exhibit 14-1
Permanent Easement.....	Exhibit 14-2
Fee and Permanent Easement.....	Exhibit 14-3
Form 633-204 – Certificate of Appraiser	Exhibit 2
Form 633-205 – Purpose, Definitions, Title, etc.....	Exhibit 3
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4

Non-Iowa DOT Eminent Domain Value Finding Appraisal Reports

Appraisal Report	
Fee.....	Exhibit 14-4
Permanent Easement.....	Exhibit 14-5
Fee and Permanent Easement.....	Exhibit 14-6
Form 633-204 – Certificate of Appraiser	Exhibit 2
Form 633-205 – Purpose, Definitions, Title, etc.....	Exhibit 3
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4

Non-Iowa DOT Eminent Domain Residential Appraisal Report

Residential Appraisal Report	Exhibit 15
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4

Non-Iowa DOT Appraisal of Advertising Device

Appraisal of Sign or Billboard	Exhibit 16
Form 633-204 – Certificate of Appraiser	Exhibit 2
Form 633-205 – Purpose, Definitions, Title, etc.....	Exhibit 3
Form 633-206 – Assumptions and Limiting Conditions	Exhibit 4

Non-Iowa DOT Eminent Domain Appraisal Reviews

Review Appraiser’s Report.....	Exhibit 17
Form 633-102 – Allocation of Just Compensation (Needed for Partial Acquisitions).....	Exhibit 12
Certificate of Review Appraiser.....	Exhibit 18
Instructional Legal Appendix	Exhibit 19
Sample of Transmittal Letter.....	Exhibit 20
Summary of Proposed Acquisition Explanation	Exhibit 21

EMINENT DOMAIN DETAILED APPRAISAL REPORT

Fee Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____ taxable _____ acres will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres by fee title.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is: \$ 0.00

Value of the remaining property after acquisition is: \$ 0.00

The estimate of just compensation* is: \$ 0.00

* Excludes the right of way fence. Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT
Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____
taxable _____ acres will remain after the acquisition. The land to be acquired for highway
purposes consists of _____ acres by permanent easement.

The present zoning is _____ and its
present use is _____. The property is appraised on the basis of
its highest and best use for _____ before the acquisition and
_____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is: \$ 0.00

Value of the remaining property after acquisition is: \$ 0.00

The estimate of just compensation* is: \$ 0.00

* Excludes the right of way fence. Compensation for R/W fence to be by fixed
schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT

Fee and Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____ taxable _____ acres will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres by fee title and _____ acres by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is: \$ 0.00

Value of the remaining property after acquisition is: \$ 0.00

The estimate of just compensation* is: \$ 0.00

* Excludes the right of way fence. Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Fee Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____
taxable _____ acres will remain after the acquisition. The land to be acquired for highway
purposes consists of _____ acres by fee title.

The present zoning is _____ and its
present use is _____. The property is appraised on the basis of
its highest and best use for _____ before the acquisition and
_____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

* Excludes the right of way fence. Compensation for R/W fence to be by fixed
schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____
Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____
taxable _____ acres will remain after the acquisition. The land to be acquired for highway
purposes consists of _____ acres by permanent easement.

The present zoning is _____ and its
present use is _____. The property is appraised on the basis of
its highest and best use for _____ before the acquisition and
_____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

* Excludes the right of way fence. Compensation for R/W fence to be by fixed
schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____
Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Fee and Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____ taxable _____ acres will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres by fee title and _____ acres by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

* Excludes the right of way fence. Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____
Appraiser

CERTIFICATION OF APPRAISER

Parcel No. _____ Project No. _____ County _____

I hereby certify:

That I have personally made a field inspection of the property herein appraised and that I have afforded the property owner or authorized representative the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in preparing this appraisal are as represented by the photographs supplied.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein set forth.

That I understand the intended use of this appraisal is for eminent domain related acquisition of property by the State of Iowa.

This appraisal was prepared according to the contract/assignment from the Iowa Department of Transportation. The appraisal is prepared under the Jurisdictional Exception provision contained in the Uniform Standards of Professional Appraisal Practice (USPAP). In preparing the appraisal; I have conformed with all parts of USPAP except those that are contrary to State and Federal requirements.

This eminent domain appraisal has been completed under the following appraisal requirements

- The Iowa Constitution, Article 1, Section 18
- Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
- Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
- Regulations 761, IAC 111
- Federal Uniform Act and Regulations, 49CFR, part 24

Guidance can be found at

- The Iowa Department of Transportation Appraisal Policy and Procedure Manual
- The Federal Highway Administration (FHWA) Appraisal Guide
- Uniform Standards for Federal Land Acquisition
- Uniform Standards of Professional Appraisal Practice (USPAP)

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported therein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of the appraisal to anyone other than the proper officials of the Iowa Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized, or until I am required to do so by due process of law, or until I am released from the obligation by having publicly testified as to such findings.

That I am aware the Iowa Department of Transportation will provide a copy of this appraisal to the property owner or their designee.

That the conclusion set forth in this appraisal is my independent opinion of the difference between the fair market value of this property immediately before and immediately after the proposed acquisition.

As of _____, _____, the estimate of just compensation is \$ _____.

Date of Signature _____

Signature _____
Appraiser

Project No. _____

Parcel No. _____

PURPOSE OF THIS APPRAISAL:

To estimate the market value of the ownership interest, and the leasehold interest if any, in this property before the proposed acquisition and the market value of the same interest in the remainder property immediately after the proposed acquisition. In case the proposed acquisition causes only limited damage, the purpose is to estimate just compensation resulting from the acquisition, without reporting before and after values.

DEFINITION OF MARKET VALUE:

The cash price which would be arrived at as between a voluntary seller willing but not compelled to sell and a voluntary purchaser willing but not compelled to buy, both of whom are acting freely, intelligently and at arm's length, bargaining in the open market for the sale and purchase of the real estate in question. (State of Iowa Uniform Jury Instruction No. 14.4)

DEFINITION OF HIGHEST AND BEST USE:

The utilization of a property to its best and most profitable use. It is that use, chosen from among the reasonably probable and financially feasible alternative uses which is found to be physically practical, legally acceptable and which results in the highest present value, as defined, as of the effective date of the appraisal.

HAZARDOUS SUBSTANCE CONTAMINATION:

The appraiser observed the following signs of possible contamination: ☐ None, ☐ As described

FIVE YEAR DELINIATION OF TITLE: (If none, so state)

Grantor	Grantee	Type of Instr.	Date of Instr.	Book	Page	Sales Price

LEASES: (Lessee's Name, Address and Lease Terms)**DATE OF INSPECTION AND INVITATION:**

I offered _____ who is the _____ an opportunity to accompany me on my inspection of this property by ☐ personal contact

☐ telephone ☐ letter on _____, _____. This invitation was ☐ accepted ☐ declined.

Telephone number of owner or representative contacted: _____

I personally inspected the subject property on _____, _____. _____

ASSUMPTIONS AND LIMITING CONDITIONS

1. The photographs contained in the individual appraisal reports were taken by the appraiser on the date the property was inspected. Any photo taken on a different date or by another person will be appropriately labeled.
2. The title to the property is good and merchantable, free and clear of all liens and, there are no encumbrances other than those mentioned in the appraisal report.
3. The plans, plats, legal descriptions and other data furnished by others are assumed to be correct and reliable but the appraiser assumes no responsibility for their accuracy.
4. The individual appraisals are made in accord with the Code of Iowa and do not reflect any benefit from the proposed improvement or non-compensable items of damage.
5. Any temporary easement area acquired will be retained by the state until completion of project construction and will be returned in the condition indicated by the highway plans.
6. The existing drainage will not be adversely affected by highway construction unless otherwise specified in the data furnished and the tile lines on the remaining property will function properly after highway construction is completed.
7. The property is appraised as though under responsible ownership and typical management.
8. The property owner will be paid separately for the cost of fencing the new right of way line, if such fencing is needed, in those cases where the state does not erect a right of way fence. The property owner has a right to pasture livestock adjacent to any state erected fence but must assume all responsibility for restraint of such livestock. Any effect on fencing other than right of way fence or temporary fence will be considered in the individual appraisal reports.
9. The property owner or lessee will be paid separately for loss, if any, of growing crops or completed field work.
10. The Agency may use any or all of the contents of the appraisal reports only for its normal business functions.

RESIDENTIAL APPRAISAL REPORT

Parcel No. _____ Project No. _____ County _____

Ownership _____

Address of Property being Appraised _____

This property is described as:

Present zoning is _____ Present use is RESIDENCEAppraised on the basis of highest and best use for RESIDENCE

PURPOSE OF THIS APPRAISAL: To estimate the market value of the ownership interest, and the leasehold interest if any, in this property before the proposed acquisition by the Department of Transportation and the market value of the same interest in the remainder property immediately after the proposed acquisition. In case the proposed acquisition causes only limited damage, the purpose is to estimate just compensation resulting from the acquisition, without reporting before and after values.

DEFINITION OF MARKET VALUE: The cash price which would be arrived at as between a voluntary seller willing but not compelled to sell and a voluntary purchaser willing but not compelled to buy, both of whom are acting freely, intelligently and at arm's length, bargaining in the open market for the sale and purchase of the real estate in question. (State of Iowa Uniform Jury Instruction No. 14.4)

DEFINITION OF HIGHEST AND BEST USE: The utilization of a property to its best and most profitable use. It is that use, chosen from among the reasonably probable and financially feasible alternative uses which is found to be physically practical, legally acceptable and which results in the highest present value, as defined, as of the effective date of the appraisal.

DATE OF VALUATION:

The values of this property, both before and after the proposed acquisition, are estimated as of: _____

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA: \$ 0.00

Value of the remaining property (if applicable): \$ 0.00

Difference of legal measure of damage (if applicable): \$ 0.00

CERTIFICATION OF APPRAISER

I hereby certify:

That I have personally made a field inspection of the property herein appraised and that I have afforded the property owner or authorized representative the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in preparing this appraisal are as represented by the photographs supplied.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein set forth.

That I understand the intended use of this appraisal is for eminent domain related acquisition of property by the State of Iowa.

This appraisal was prepared according to the contract/assignment from the Iowa Department of Transportation. The appraisal is prepared under the Jurisdictional Exception provision contained in the Uniform Standards of Professional Appraisal Practice (USPAP). In preparing the appraisal, I have conformed with all parts of USPAP except those that are contrary to State and Federal requirements.

This eminent domain appraisal has been completed under the following appraisal requirements

- The Iowa Constitution, Article 1, Section 18
- Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
- Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
- Regulations 761, IAC 111
- Federal Uniform Act and Regulations, 49CFR, part 24

Guidance can be found at

- The Iowa Department of Transportation Appraisal Policy and Procedure Manual
- The Federal Highway Administration (FHWA) Appraisal Guide
- Uniform Standards for Federal Land Acquisition
- Uniform Standards of Professional Appraisal Practice (USPAP)

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported therein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of the appraisal to anyone other than the proper officials of the Iowa Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized, or until I am required to do so by due process of law, or until I am released from the obligation by having publicly testified as to such findings.

That I am aware the Iowa Department of Transportation will provide a copy of this appraisal to the property owner or their designee.

That the conclusion set forth in this appraisal is my independent opinion of the difference between the fair market value of this property immediately before and immediately after the proposed acquisition.

Date of Signature _____

Signature _____

Appraiser



Iowa Department of Transportation

Highway Division – Engineering Bureau
Office of Right of Way
Ames, Iowa 50010

Exhibit 6

APPRAISAL OF SIGN OR BILLBOARD

Parcel No. _____ Project No. _____ County _____

Land Owner _____

Sign Owner _____

Address _____

City _____ State _____ Zip Code _____

Permit No. _____

Location _____

Photographs

Identification _____

VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Sign value before acquisition is: \$ 0.00

Sign value after acquisition is: \$ 0.00

Estimate of just compensation is: \$ 0.00

CERTIFICATION

I hereby certify that in the preparation of this appraisal for highway purposes I have personally inspected this property; that I have no present or contemplated future interest therein; that compensation to me for this appraisal service is not contingent upon any value conclusions herein set forth; that Federal-aid highway funds are involved; and that all statements herein are true to the best of my knowledge and belief.

Date of Valuation _____

Signed _____

Appraiser

Iowa Department of Transportation

OFFICE OF RIGHT OF WAY
APPRAISAL

RECORD OF CONTACTS

Contact No. _____ County _____

☐ Owner ☐ Tenant ☐ Other _____ Project _____☐ Personal Contact ☐ Telephone _____ Parcel _____Type of Property ☐ AG ☐ COM ☐ Other _____☐ RES ☐ IND

Anticipated Appraisal Format _____

Persons Present _____

Discussion of Activities

Appraiser _____

Date _____

Comparable Sale Data and Analysis (Farm Property)

Sale # _____

County _____

Grantor _____ Grantee _____

Instrument Type and Date _____ Book _____ Page _____

Consideration \$ _____ Tax St. \$ _____ Gross Acres _____ Tax Acres _____

Confirmed Price \$ _____ by _____ (\$ _____ /tax acre)

Date Inspected _____ H & B Use _____ Zoning _____

Average CSR for this farm = _____ Sale price per CSR = \$ _____

Legal Description (*abbreviated*): _____

Conditions of Sale and Financing: _____

Location: _____

Discussion of Land and Improvements: _____

Analysis of Sale Price (*after adjusting for time*)Time Adjustment: (*Plus* \$ _____ /acre) _____ % x sale price = \$ _____**Land:**

_____	ac.df	_____	@ \$	_____	= \$	_____
_____	ac.of	_____	@ \$	_____	= \$	_____
_____	ac.of	_____	@ \$	_____	= \$	_____
=====	ac.of	_____	@ \$	_____	= \$	=====
_____	ac. Total Farm	_____	@ \$	_____	= \$	= \$ _____

Contribution of Improvements: (*Remainder after land abstraction*)

= \$ _____

Estimated Obsolescence of Improvements:

Estimated Depreciated Replacement Cost:	\$	_____	
Minus Contribution Value		_____	Or \$ _____ /tax ac
Amount of Obsolescence	= \$	_____	Or _____ %

Comparable Sale Data and Analysis
(Urban)

Sale # _____

County _____

Grantor _____ Grantee _____

Instrument Type and Date _____ Book _____ Page _____

Consideration \$ _____ Tax St. \$ _____ Confirmed Price \$ _____

Confirmed Source _____ Date of Inspection _____

Zoning _____ Highest & Best Use _____

Property Address _____

Legal Description (*abbreviated*):

Conditions of Sale and Financing:

Site and Location Description:

Discussion of Improvements:

Sale Analysis:

**SUPPLEMENT TO APPRAISAL
(Minor Revision)**

Project No. _____

Parcel No. _____

I previously appraised this property and prepared an appraisal report dated _____. Since that time, the proposed acquisition has been changed in accord with the attached revised Property Plat and Summary of Proposed Acquisition. Therefore, I have revised my opinion of value to reflect change as shown on the attached Form 633-101. The revision is discussed as follows:

EXPLANATION OF REVISION:**EFFECT OF THE REVISION:****MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA:**

	<u>Original</u>	<u>Revised</u>
Value of the entire property before the acquisition is:	\$ _____	\$ _____
Value of the remaining property after the acquisition is:	\$ _____	\$ _____
The estimate of just compensation is:	\$ _____	\$ _____

The revised values are based on and supported by my previous appraisal report, and no updating of previous sales data has been made. For this reason, the date of valuation remains the same as the valuation date in the original report.

Date of Revision _____

Signature _____

Iowa Department of Transportation

REVIEW APPRAISER'S REPORT

County _____ Project No. _____ Parcel No. _____

	Appraiser	Value Before	Value After	Compensation
1.	_____	\$ _____	\$ _____	\$ _____
2.	_____	\$ _____	\$ _____	\$ _____
3.	_____	\$ _____	\$ _____	\$ _____

Approved just compensation and allocation among interests:

Owner _____ \$ _____

Lessee _____ \$ _____

Sublessee _____ \$ _____

Date of Review Appraiser's inspection _____ , _____

Review Appraiser
Date _____ , _____

ALLOCATION OF JUST COMPENSATION

Project No. _____

Parcel No. _____

1. Land to be acquired by: \$ 0.00Fee Title: 0.00 acres \$ 0.00Fee Title: 0.00 acres \$ 0.00Perm. Ease. 0.00 acres \$ 0.00Perm. Ease. 0.00 acres \$ 0.002. Buildings to be acquired: \$ 0.003. Other improvements to be acquired excluding right of way fence:* \$ 0.004. Control of Access: \$ 0.005. Severance damage to remaining property: \$ 0.00Total estimate of just compensation \$ 0.00

* Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44, Code of Iowa.

Iowa Department of Transportation**CERTIFICATION OF REVIEW APPRAISER**

Project No. _____

Parcel No. _____

I certify the following:

- ☐ I am a government staff review appraiser with the authority to determine the amount to be offered as "Just Compensation".
- ☐ I am a contract review appraiser with the duty of recommending "Just Compensation" to a governmental administrative authority.

I understand that this determination or recommendation of "Just Compensation" is to be used in connection with the acquisition of property utilizing Governmental funds.

I have made a visual inspection of the subject property and the comparable sales used in its valuation.

To the best of my knowledge no un-compensable items, under the established law of the State of Iowa, have been included in the final value recommended or approved to be offered as "Just Compensation" for the proposed acquisition from this property.

Neither my employment nor my compensation for making this review and determination or recommendation of "Just Compensation" is in any way contingent upon the values concluded in this review.

I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of the property.

The determination or recommendation has been reached independently based on the appraisal(s) and other factual data of record without collaboration or direction. The appraisal has been reviewed for adequacy and relevancy given the purpose and function of the appraisal and nature and extent of the proposed acquisition; and, to the appropriateness and reasonableness of the analysis, opinions and conclusions.

This eminent domain appraisal has been completed under the following appraisal requirements

- The Iowa Constitution, Article 1, Section 18
- Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
- Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
- Regulations 761, IAC 111
- Federal Uniform Act and Regulations, 49CFR, part 24

Guidance can be found at

- The Iowa Department of Transportation Appraisal Policy and Procedure Manual
- The Federal Highway Administration (FHWA) Appraisal Guide
- Uniform Standards for Federal Land Acquisition
- Uniform Standards of Professional Appraisal Practice (USPAP)

Date of Signature _____

Signature _____

Review Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT
Fee Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____
taxable _____ acres will remain after the acquisition. The land to be acquired for highway
purposes consists of _____ acres by fee title.

The present zoning is _____ and its
present use is _____. The property is appraised on the basis of
its highest and best use for _____ before the acquisition and
_____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is: \$ 0.00

Value of the remaining property after acquisition is: \$ 0.00

The estimate of just compensation* is: \$ 0.00

* Excludes the right of way fence. Compensation for R/W fence to be by fixed
schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT

Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____ taxable _____ acres will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is: \$ 0.00

Value of the remaining property after acquisition is: \$ 0.00

The estimate of just compensation* is: \$ 0.00

* Excludes the right of way fence. Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN DETAILED APPRAISAL REPORT

Fee and Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____ taxable _____ acres will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres by fee title and _____ acres by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

Value of the entire property before acquisition is: \$ 0.00

Value of the remaining property after acquisition is: \$ 0.00

The estimate of just compensation* is: \$ 0.00

* Excludes the right of way fence. Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____

Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Fee Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____
taxable _____ acres will remain after the acquisition. The land to be acquired for highway
purposes consists of _____ acres by fee title.

The present zoning is _____ and its
present use is _____. The property is appraised on the basis of
its highest and best use for _____ before the acquisition and
_____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

* Excludes the right of way fence. Compensation for R/W fence to be by fixed
schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____
Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____ taxable _____ acres will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

* Excludes the right of way fence. Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____
Appraiser

EMINENT DOMAIN VALUE FINDING REPORT
Fee and Permanent Easement Acquisition

Parcel No. _____ Project No. _____ County _____

Record Owner _____

Owner's Mailing Address _____

Address of Property being Appraised (same) _____

This property is described as:

This property consists of _____ taxable _____ acres before the acquisition and _____ taxable _____ acres will remain after the acquisition. The land to be acquired for highway purposes consists of _____ acres by fee title and _____ acres by permanent easement.

The present zoning is _____ and its present use is _____. The property is appraised on the basis of its highest and best use for _____ before the acquisition and _____ after the acquisition.

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA

The estimate of just compensation* is: \$ _____

* Excludes the right of way fence. Compensation for R/W fence to be by fixed schedule or in accord with Section 6B.44, *Code of Iowa*.

Date of Valuation _____

Signed _____
Appraiser

RESIDENTIAL APPRAISAL REPORT

Parcel No. _____ Project No. _____ County _____

Ownership _____

Address of Property being Appraised _____

This property is described as:

Present zoning is _____ Present use is **RESIDENCE**Appraised on the basis of highest and best use for **RESIDENCE**

PURPOSE OF THIS APPRAISAL: To estimate the market value of the ownership interest, and the leasehold interest if any, in this property before the proposed acquisition by the Department of Transportation and the market value of the same interest in the remainder property immediately after the proposed acquisition. In case the proposed acquisition causes only limited damage, the purpose is to estimate just compensation resulting from the acquisition, without reporting before and after values.

DEFINITION OF MARKET VALUE: The cash price which would be arrived at as between a voluntary seller willing but not compelled to sell and a voluntary purchaser willing but not compelled to buy, both of whom are acting freely, intelligently and at arm's length, bargaining in the open market for the sale and purchase of the real estate in question. (State of Iowa Uniform Jury Instruction No. 14.4)

DEFINITION OF HIGHEST AND BEST USE: The utilization of a property to its best and most profitable use. It is that use, chosen from among the reasonably probable and financially feasible alternative uses which is found to be physically practical, legally acceptable and which results in the highest present value, as defined, as of the effective date of the appraisal.

DATE OF VALUATION:

The values of this property, both before and after the proposed acquisition, are estimated as of: _____

MARKET VALUE UNDER EMINENT DOMAIN LAW OF THE STATE OF IOWA:	\$	0.00
Value of the remaining property (if applicable):	\$	0.00
Difference of legal measure of damage (if applicable):	\$	0.00

CERTIFICATION OF APPRAISER

I hereby certify:

That I have personally made a field inspection of the property herein appraised and that I have afforded the property owner or authorized representative the opportunity to accompany me at the time of inspection. I have also personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and comparable sales relied upon in preparing this appraisal are as represented by the photographs supplied.

That to the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein set forth.

That I understand the intended use of this appraisal is for eminent domain related acquisition of property by the State of Iowa.

This appraisal was prepared according to the contract/assignment from the Iowa Department of Transportation. The appraisal is prepared under the Jurisdictional Exception provision contained in the Uniform Standards of Professional Appraisal Practice (USPAP). In preparing the appraisal, I have conformed with all parts of USPAP except those that are contrary to State and Federal requirements.

This eminent domain appraisal has been completed under the following appraisal requirements

- The Iowa Constitution, Article 1, Section 18
- Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
- Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
- Regulations 761, IAC 111
- Federal Uniform Act and Regulations, 49CFR, part 24

Guidance can be found at

- The Iowa Department of Transportation Appraisal Policy and Procedure Manual
- The Federal Highway Administration (FHWA) Appraisal Guide
- Uniform Standards for Federal Land Acquisition
- Uniform Standards of Professional Appraisal Practice (USPAP)

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported therein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of the appraisal to anyone other than the proper officials of the Iowa Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized, or until I am required to do so by due process of law, or until I am released from the obligation by having publicly testified as to such findings.

That I am aware the Iowa Department of Transportation will provide a copy of this appraisal to the property owner or their designee.

That the conclusion set forth in this appraisal is my independent opinion of the difference between the fair market value of this property immediately before and immediately after the proposed acquisition.

Date of Signature _____

Signature _____

Appraiser

APPRAISAL OF SIGN OR BILLBOARD

Parcel No. _____ Project No. _____ County _____

Land Owner _____

Sign Owner _____

Address _____

City _____ State _____ Zip Code _____

Permit No. _____

Location _____

Photographs

Identification _____

**VALUE UNDER EMINENT DOMAIN LAW OF
THE STATE OF IOWA**Sign value before acquisition is: \$ 0.00Sign value after acquisition is: \$ 0.00Estimate of just compensation is: \$ 0.00**CERTIFICATION**

I hereby certify that in the preparation of this appraisal for highway purposes I have personally inspected this property; that I have no present or contemplated future interest therein; that compensation to me for this appraisal service is not contingent upon any value conclusions herein set forth; that Federal-aid highway funds are involved; and that all statements herein are true to the best of my knowledge and belief.

Date of Valuation _____

Signed _____

Appraiser

REVIEW APPRAISER'S REPORT

County _____ Project No. _____ Parcel No. _____

	Appraiser	Value Before	Value After	Compensation
1.	_____	\$ _____	\$ _____	\$ _____
2.	_____	\$ _____	\$ _____	\$ _____
3.	_____	\$ _____	\$ _____	\$ _____

Approved just compensation and allocation among interests:

Owner	_____	\$ _____
Lessee	_____	\$ _____
Sublessee	_____	\$ _____

Date of Review Appraiser's inspection _____ , _____

Review Appraiser
Date _____ , _____

CERTIFICATION OF REVIEW APPRAISER

Project No. _____

Parcel No. _____

I certify the following:

- ☐ I am a government staff review appraiser with the authority to determine the amount to be offered as "Just Compensation".
- ☐ I am a contract review appraiser with the duty of recommending "Just Compensation" to a governmental administrative authority.

I understand that this determination or recommendation of "Just Compensation" is to be used in connection with the acquisition of property utilizing Governmental funds.

I have made a visual inspection of the subject property and the comparable sales used in its valuation.

To the best of my knowledge no un-compensable items, under the established law of the State of Iowa, have been included in the final value recommended or approved to be offered as "Just Compensation" for the proposed acquisition from this property.

Neither my employment nor my compensation for making this review and determination or recommendation of "Just Compensation" is in any way contingent upon the values concluded in this review.

I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of the property.

The determination or recommendation has been reached independently based on the appraisal(s) and other factual data of record without collaboration or direction. The appraisal has been reviewed for adequacy and relevancy given the purpose and function of the appraisal and nature and extent of the proposed acquisition; and, to the appropriateness and reasonableness of the analysis, opinions and conclusions.

This eminent domain appraisal has been completed under the following appraisal requirements

- The Iowa Constitution, Article 1, Section 18
- Code of Iowa, Chapters 6A, 6B, 316 and other eminent domain statutes
- Iowa Supreme Court interpretations of Iowa Constitution and eminent domain statutes
- Regulations 761, IAC 111
- Federal Uniform Act and Regulations, 49CFR, part 24

Guidance can be found at

- The Iowa Department of Transportation Appraisal Policy and Procedure Manual
- The Federal Highway Administration (FHWA) Appraisal Guide
- Uniform Standards for Federal Land Acquisition
- Uniform Standards of Professional Appraisal Practice (USPAP)

Date of Signature _____

Signature _____

Review Appraiser

APPRAISAL MANUAL INSTRUCTIONAL LEGAL APPENDIX

❖ JUST COMPENSATION

Just compensation is the difference between the fair and reasonable market value of the property as a whole immediately before and the fair and reasonable market value of the remaining property immediately after the takings disregarding any benefits to the property which may have resulted or may result in the future from any improvement. See, *Iowa Constitution*, Article I, Section 18; *Iowa Civil Jury Instructions 2500.3*; *Belle v. Iowa State Highway Commission*, 126 N.W.2d 311 (Iowa 1964); *Harris v. Board of Trustees of Green Bay Levee & Drainage Dist. No. 2, Lee County*, 59 N.W.2d 234, 237 (Iowa 1953).

❖ VALUE TO THE OWNER IS AN IMPROPER MEASURE OF DAMAGE

The value of the property to the owner or sentimental value is an improper measure of damage and can not be considered as a proper measure of the fair and reasonable market value. See, *Iowa Civil Jury Instructions 2500.4*; *Nidy and Company v. State*, 189 N.W.2d 583 (Iowa 1971); *Hamer v. Iowa State Highway Commission*, 98 N.W.2d 746 (Iowa 1959); *Stortenbecker v. Iowa Power & Light Co.*, 96 N.W.2d 468 (Iowa 1959).

❖ BENEFITS TO THE PROPERTY WHICH MAY HAVE RESULTED OR MAY RESULT IN THE FUTURE FROM THE PROJECT MAY NOT BE CONSIDERED BY THE APPRAISER

The appraiser must disregard benefits to the property which may have resulted or may result in the future from any improvements. *Socony Vacuum Oil Co. v. State*, 170 N.W.2d 378 (Iowa 1969). If such sales are admitted, it is prejudicial and reversible error. This property was condemned March 1969 and was located on the northwest corner of the intersection of East 14th Street and Court Avenue, southeast of the capitol in Des Moines. The landowner's appraiser used one sale on the northwest corner of Des Moines Street and East 14th Street purchased from Continental Oil Co. and other nearby sales, all purchased in 1966 and 1967, after the extent of the project was made known by adoption of a resolution in 1965. Sales with benefits were at \$7.45 per square foot compared to other sales with the next closest comparable sales being \$5.11, \$4.00, \$3.00, and \$2.88 per square foot. All appraisers admitted the value of the sales was significantly enhanced by the projects. *Danamere Farms, Inc. v. Iowa Department of Transportation*, 567 N.W.2d 231 (Iowa 1997). Can not show after value increased as a result of an improved roadway but may show the property is still suitable for development for the same distance back from the roadway following the taking. See, *Iowa Civil Jury Instruction 2500.3*, Condemnation measure of recovery.

❖ DETERMINING THE BEFORE PARCEL

In determining what constitutes the parent or larger parcel, it is the responsibility of the appraiser to determine what separate tracts are operated as one assembled economic unit. Wilkes v. Iowa State Highway Commission, 172 N.W.2d 790 (Iowa 1969). A sale barn and improvements on leased wide railroad right of way and adjacent landowner's privately owned property used as a parking area is one parcel for Eminent Domain purposes. Crist v. Iowa State Highway Commission, 123 N.W.2d 424 (Iowa 1963). Three nearby parcels separated by an alley and other property and located on both sides of the same city limit line, owned and zoned differently, operated as an auto repair, sales business are one parcel for Eminent Domain purposes.

Where there is more than one tract under the same lease and separated by a highway, it is the use and operation of the land that determines whether damages should be assessed to the entire leasehold or to the part taken. See, *Iowa Civil Jury Instruction 2500.10*, Estelle v. Iowa State Highway Commission, 119 N.W.2d 900 (Iowa 1963).

❖ A PREEXISTING CONDITION IS NOT A COMPENSABLE ITEM OF DAMAGE

Fitzgerald v. City of Iowa City, 492 N.W.2d 659 (Iowa 1992). In this case, the Supreme Court held there was no taking as a matter of law as a result of a new airport zoning height restriction ordinance where it was not possible to put the property to a higher or more profitable use under current zoning in effect when the owner built the existing improvements. Nadler v. City of Mason City, 387 N.W.2d 587 (Iowa 1986). The landowner bought the subject property knowing the urban renewal project was delayed for lack of funding where there was no evidence of bad faith on the part of the city for the delay. Mulkins v. Board of Supervisors of Page County, 330 N.W.2d 258 (Iowa 1983). Braden v. Board of Supervisors of Pottawattamie County, 157 N.W.2d 123 (Iowa 1968). In these cases, the County vacated only that part of the road occupied by a bridge from bank to bank. The plaintiff purchased the land on either side of the washed out bridge (vacated road) in its damaged condition, lost no right of access he previously enjoyed and was not damaged by the County's failure to rebuild the bridge.

❖ RESTRICTING ACCESS TO PRESENT ENTRANCES TO A HIGHWAY BY POLICE POWER IS NOT A TAKING

Police power regulation of access limiting access to present entrances to a highway does not constitute a taking of property rights that entitle the owners of abutting property to compensation. See, Linge v. Iowa State Highway Commission, 260 Iowa 1226, 150 N.W.2d 642 (1967); Lehman v. Iowa State Highway Commission, 251 Iowa 77, 99 N.W.2d 404 (1959).

❖ **IT IS AN ERROR TO VALUE SEPARATE PARTS OF A PROPERTY AND ADD THE VALUES OF SEPARATE PARTS**

The appraiser may not value separate parts of a parcel and add the value of the parts in arriving at either the Before value or After value of a property. See, Bellew v. Iowa State Highway Commission, 171 N.W.2d 284, 288-289 (Iowa 1969); Jones v. Iowa State Highway Commission, 259 Iowa 616, 144 N.W.2d 277, 280 (1966); *Iowa Civil Jury Instructions 2500.3*, Condemnation measure of recovery.

❖ **IT IS AN ERROR TO VALUE THE LAND TAKEN AND DAMAGES SEPARATELY AND SUM THE TOTAL**

See, Harris v. Board of Trustees of Green Bay Levee & Drainage Dist. No. 2, Lee County, 59 N.W.2d 234, 237 (Iowa 1953), drainage district. Maxwell v. Highway Commission, 223 Iowa 159, 271 N.W. 883 (1937).

❖ **IT IS ERROR TO VALUE ITEMS OF DAMAGE AND SUBTRACT THEIR TOTAL FROM THE BEFORE LAND VALUE**

See, Randell v. Iowa State Highway Commission, 241 N.W. 685 (Iowa 1932).

❖ **TEMPORARY INCONVENIENCE ARISING OUT OF CONSTRUCTION IS NOT A COMPENSABLE ITEM OF DAMAGE**

Temporary inconvenience which arises out of the detour of traffic while the highway is being constructed is not a compensable item of damage. Wilson v. Highway Commission, 249 Iowa 994, 90 N.W.2d 161, 169 (1958). Nor may a landowner recover damages for profits lost during a temporary closing of a highway. Blank v. Highway Commission, 252 Iowa 1128, 109 N.W.2d 713 (1961).

❖ **CHANGES IN TRAFFIC ARE NOT COMPENSABLE ITEMS OF DAMAGE**

Construction of a median or dividing strips, the institution of one-way traffic, curbs to control traffic, prohibiting left turns and U turns except at designated points where there are no raised median or “jiggle” bars, rerouting traffic, increase or decrease in traffic volume or in flow of traffic or changes in the nature of traffic on the roadway are not compensable items of damage. Grove & Burke, Inc. v. City of Fort Dodge, 469 N.W.2d 703 (Iowa 1991); Simkins v. City of Davenport, 232 N.W.2d 561 (Iowa 1975); Wilson v. Iowa State Highway Commission, 249 Iowa 994, 90 N.W.2d 161, 169 (1958); Highway Commission v. Smith, 82 N.W.2d 755 (Iowa 1957).

❖ **LOSS OF USE OF RIGHT OF WAY OR COST TO REMOVE IMPROVEMENTS ON RIGHT OF WAY IS NOT A COMPENSABLE ITEM OF DAMAGE**

Only when a specific reservation of rights is made by contract or condemnation is the right reserved to the owner a property right. Richardson v. Derry, 284 N.W. 82 (Iowa 1939). Established 66 foot road originally opened to a 25 to 35 foot width may be opened to the full 66 foot established width after 70 years use as originally constructed. DePenning v. Iowa Power & Light Co., 33 N.W.2d 503 (Iowa 1948). Reserved right of access across utility easement corridor to landowner. Fanning v. Mapco, Inc., 181 N.W.2d 190 (Iowa 1970). Restricted public purpose to the construction of one pipe line rather than an easement for an unlimited number of pipelines. See also, Moran v. Iowa State Highway Commission, 274 N.W. 59 (Iowa 1937). Reservation of a water well.

❖ **DAMAGE CAUSED BY THE ACQUISITION OF A PART OR BY SEVERING A PARCEL INTO TWO OR MORE TRACT IS A COMPENSABLE SEVERANCE DAMAGE**

Lehman v. Iowa State Highway Commission, 251 Iowa 77, 99 N.W.2d 404 (1959). Right of way for a new street divided a tract into two parts leaving each remaining part with access only to the street to which the remainder was originally adjacent. The owner is entitled to just compensation for any property taken or injured to be estimated according to the existing condition of the property at the time and is not required to remove buildings or fixtures attached to the real estate in order to lessen or mitigate his damages. See, Wilson v. Fleming, 239 Iowa 718, 31 N.W.2d 393 (1948); Des Moines Wet Wash Laundry v. City of Des Moines, 197 Iowa 1082, 198 N.W. 486, 489 (1924).

❖ **DENIAL OF ACCESS TO A NEW HIGHWAY IS NOT A COMPENSABLE ITEM OF DAMAGE**

Denial of access to a new highway or section of a relocated highway designated as a controlled-access facility at the time of its construction is not compensable. No right of access vests, therefore no compensation can be allowed. While the landowner may recover damages to the land caused by the fact that the road separates a parcel into two tracts, the landowner may not recover for loss of access to the highway itself. Lehman v. Iowa State Highway Commission, 251 Iowa 77, 99 N.W.2d 404 (1959).

❖ **CIRCUITY OF TRAVEL IS NOT A COMPENSABLE ITEM OF DAMAGE**

One whose right of access from property to an abutting highway is not cut off or substantially interfered with, who still has the same access to the road system, has suffered no special damage even though it may be more inconvenient for him to use the system. Although the owner's damage may be greater in degree than that suffered by the general

public, it is not different in kind and is not compensable. *Hinrichs v. ISHC*, 152 N.W.2d 248 (Iowa 1967). *Hinrichs* was not the owner of land adjacent to that part of the road being closed. *Nelson v. Iowa State Highway Commission*, 253 Iowa 1248, 115 N.W.2d 695 (1962). *Nelson* owned land on both sides of the north-south Hwy 71. The NW corner of a 20 acre home site tract on the east side of Hwy 71 touched the SE corner of an 80 acre tract on the west side of two lane Hwy 71 which became a four lane divided highway requiring *Nelson* to drive north or south to the next intersection of Hwy 71 in order to go back and forth between the two tracts. *Warren v. Iowa State Highway Commission*, 250 Iowa 473, 93 N.W.2d 60 (1958). Interstate Highway 35 closed E-W county road used by owner to access two separate parcels on opposite side of the county road separated from one another ¼ mile apart from one another.

❖ **AN UNTERMINATED CITY LICENSE TO USE STREET RIGHT OF WAY IS A COMPENSABLE PROPERTY RIGHT**

While a license to use a street granted by a city, as authorized by state statute, may be terminated without liability where the right of way is now needed for street purposes. An un-cancelled license is a compensable interest in property if acquired by the State for primary highway purposes. *In RE Primary Road 141 v. Iowa State Highway Commission*, 255 Iowa 711, 124 N.W.2d 141, 147 (1963).

❖ **IT IS AN ERROR TO APPRAISE A BUSINESS OR INTANGIBLE PROPERTY OR GOODWILL OF A BUSINESS**

Appraisal of a business or of the intangible property of a business is improper. A condemnation is an action against the land. Neither people nor businesses are condemned. *Kurth v. Iowa Department of Transportation*, 628 N.W.2d 1 (Iowa 2001) rejected appraisal of the business which attributed all business income to the value of the real property. *Post-Newsweek Cable, Inc. v. Board of Review*, 497 N.W.2d 810 (Iowa 1993). In *Post-Newsweek*, real estate value erroneously determined by using income of the business including intangibles and discounting income attributable to intangibles. Goodwill of a business is not property within the constitutional sense and is therefore not a compensable item of damage. *Nichols on Eminent Domain*, Vol.4, §13.13[2]; 27 Am. Jur. 2d. *Eminent Domain*, §335.

❖ **IT IS AN ERROR TO CONSIDER LOSS OF BUSINESS OR PROFITS OF A BUSINESS IN THE APPRAISAL OF THE REAL PROPERTY**

Alleged loss of anticipated profits of a business or increase in operating expenses of a business is not competent evidence of the value of the subject property. *Kurth v. Iowa Dept. of Transp.*, 628 N.W.2d 1 (Iowa 2001) rejected an appraisal which attributed all business income to the value of the land. *City of Des Moines v. McCune*, 487 N.W.2d 83 (Iowa 1992); *City of Des Moines v. Wizer, Inc.*, 446 N.W.2d 289 (Iowa 1989) – also

rejected claim for expenses in locating comparable replacement facilities; Nedrow v. Michigan-Wisconsin Pipeline Co., 61 N.W.2d 687 (Iowa 1953); Johnson County Broadcasting Corp. v. Iowa State Highway Commission, 256 Iowa 1251, 130 N.W.2d 707 (1964) – the gross income from the plaintiffs radio station is not admitted as evidence of the value of real property; Wilson v. Iowa State Highway Commission, 249 Iowa 994, 90 N.W.2d 161, 169 (1958) – excluding evidence of monthly net income of a filling station.

❖ **AN APPORTIONMENT OF DAMAGES BETWEEN THE FEE HOLDER AND THE LESSEE IN AN APPRAISAL OF THE UNLEASED FEE HOLD IS NOT AN APPRAISAL OF THE TENANT’S INTEREST**

Valuing the property as a whole, and apportioning damages between the fee holder and the lessee is not an appraisal of the tenant’s interest. Fritz v. Iowa State Highway Commission, 270 N.W.2d 835 (Iowa 1978); City of Des Moines v. Geller Glass & Upholstery, Inc., 319 N.W.2d 239 (Iowa 1982). Note, the lease in Fritz was an oral agricultural lease and the lease in City of Des Moines was an oral commercial lease.

❖ **THE MEASURE OF DAMAGES FOR A PARTIAL ACQUISITION OF A TENANT’S INTEREST**

The measure of damages for a partial acquisition of a leasehold is the difference in the value of the use of the premises immediately before and after condemnation. Lassie’s Red Barn, Inc. v. Iowa Department of Transportation, 428 N.W.2d 319 (Iowa Ct. App. 1988). Twin-State Engine & Chem. Co. v. Iowa State Highway Commission, 197 N.W.2d 575 (Iowa 1972).

❖ **EVIDENCE OF LEASEHOLD INCOME OR BUSINESS VOLUME MAY BE CONSIDERED FOR THE LIMITED PURPOSE OF DETERMINING IF THE LEASEHOLD INTEREST WAS PROFITABLE AND NOT AS AN INDEPENDENT ITEM OF DAMAGE**

Lassie’s Red Barn, Inc. v. Iowa Department of Transportation, 428 N.W.2d 319 (Iowa Ct. App. 1988). Twin-State Engine & Chem. Co. v. Iowa State Highway Commission, 197 N.W.2d 575 (Iowa 1972). Acquisition of .01 acre from a one acre site with 16x32 foot frame construction, with concrete floor warehouse, with a 10 year lease and two 5 year options, along with its right of direct access on the west side of US Hwy 61. The site was acquired to replace plaintiff’s business location in downtown DeWitt. Plaintiff stopped construction on the west Hwy 61 site after receiving a *Notice of Condemnation* and continued to operate its business from its downtown DeWitt site and had not commenced operating business at the new west Hwy 61 site. Plaintiff operated only the DeWitt site for a year in 1968. In December 1968, plaintiff leased a similar site on the east side of Hwy 61 for the same lease terms. The same building that plaintiff had constructed on the west side

of the highway was moved to the new site on the east side. Plaintiff offered evidence of an increase in the volume of sales over 1967 at the new east Hwy 61 location. The court approved the income evidence as evidence of the prosperity of a leasehold business not as an independent element of damage and upheld the district court's instructions eliminating any consideration of such item as a separate dollar and cents allowance.

❖ **THE MEASURE OF DAMAGES FOR A TOTAL ACQUISITION OF A TENANT'S INTEREST**

In a total acquisition of a tenant's interest, the measure of damages is the market value of the unexpired term of the lease over and above the rent stipulated to be paid. Batcheller v. Iowa State Highway Commission, 101 N.W.2d 30,33 (Iowa 1960). The appraiser must also recognize and compensate for the loss of the tenant's ownership of business fixtures. Interstate Finance Corporation v. Iowa City, 149 N.W.2d 308 (Iowa 1967). In Interstate, the tenant paid \$1,500.00 to the former tenant for tenant owned improvements consisting of wall paneling, ceiling tile, recessed diffused lights, a custom built counter, vinyl tile flooring, interview booths, built-in shelves, and toilet facilities. When Interstate vacated the building, it took only the business's equipment such as desks, typewriters, adding machines, office supplies and exterior advertising sign. Wilkes v. Iowa State Highway Commission, 172 N.W.2d 790 (Iowa 1969). In Wilkes, a sale barn, sale ring, café, scales, and related items such as pens and runways for stock were tenant owned improvements located on railroad right of way. To the same effect, see §6B.55 Buildings, structure, and improvements on federally assisted programs and projects.

❖ **THE MEASURE OF DAMAGE FOR A PARTIAL ACQUISITION OF MINERAL FEE INTEREST IS THE DIFFERENCE BETWEEN ITS FAIR AND REASONABLE MARKET VALUE BEFORE AND AFTER THE TAKING**

Bowser v. Iowa Department of Transportation, 504 N.W.2d 632 (Iowa 1993). The owner, Bowser, owned 41.27 acres on the north side of Hwy 151 containing an operating limestone quarry and 38.07 acres on the south side of Hwy 151 rented as farm land and a set-aside portion, both of which were approved and zoned for quarry purposes. The DOT acquired .08 acres along the north side of Hwy 151 and 2.08 acres along the south side of Hwy 151. Finding no comparable sales of quarry property, the DOT's appraiser relied upon sales of upscale agricultural land in using a sales comparison approach to determine fair and reasonable market value. Supreme court approved jury instructions that could take into account twelve separate factors in determining the fair and reasonable market value of the condemned land, including the use, capability and zoning of the property and its capability to produce income and the value of the limestone deposits.

The supreme court upheld a district court's instruction to the jury, instructing the jury to base its compensation award on the fair market value of the property and rejected the owner's request for an instruction to base its compensation on the property's actual or

intrinsic value to be determined by multiplying the amount of minerals by the royalty figure or its market price. The Supreme Court determined the instructions accurately covered the legal principles related to the valuation of the type of land condemned when evidence was presented that there was no comparable sales of the type of land condemned.

❖ **THE MEASURE OF DAMAGES FOR A PARTIAL ACQUISITION OF A MINERAL LEASEHOLD INTEREST IS THE DIFFERENCE IN THE VALUE OF THE LEASEHOLD INTEREST BEFORE AND AFTER THE TAKING**

Lehigh Clay Products, Ltd. v. Iowa Department of Transportation, 512 N.W.2d 541 (Iowa 1994). Lehigh purchased a leasehold interest in 88 acres of farmland with sandy shale deposits and owned a manufacturing plant and adjacent clay pit with plastic shale which, when mixed with the sandy shale on the leased property, produced a superior clay product. The DOT acquired the 88 acre leased sand shale site.

Iowa does not follow the unit rule in measuring the value of a mineral deposit. It is error to calculate damages to the owner of a mineral interest right by multiplying the amount of minerals by the royalty figure or the market price. However, the amount and value of recoverable mineral deposits are proper and necessary elements to be considered in determining the before and after value of the mineral leasehold.

❖ **LOSS OF ECONOMIC ADVANTAGE AT PRESENT LOCATION IS NOT A COMPENSABLE ITEM OF DAMAGE**

Loss of economic advantage because of a move to another location or inability to locate an acceptable substitute property is not a compensable element of damage. City of Des Moines v. McCune, 487 N.W.2d 83 (Iowa 1992).

❖ **REMOTE CONTINGENT AND SPECULATIVE MATTERS ARE NOT COMPENSABLE ITEMS OF DAMAGE**

The Iowa Supreme Court has consistently held that remote, contingent and speculative matters are not to be considered as evidence of value of condemned property. Randell v. Iowa State Highway Commission, 241 N.W. 685 (Iowa 1932) – specific sum yearly to hire extra men to drive cattle across the new highway, additional cost to remove weeds from the new right of way as required by statute, the cost to build additional hypothetical fencing along railroad right of way which was by law to be built, maintained and replaced by the railroad. Trachta v. Iowa State Highway Commission, 86 N.W.2d 849 (Iowa 1957) – the cost to build a new corral and new drain tile for alleged increase in surface water discharge.

❖ **EMINENT DOMAIN SALES AND CONDEMNATION AWARDS ARE NOT EVIDENCE OF FAIR MARKET VALUE**

The price paid by an acquiring authority to purchase similar property on the project or an award made in a condemnation proceeding is not competent evidence of the value of the subject property. See, Socony Vacuum Oil Co. v State, 170 N.W.2d 378 (Iowa 1969); Jones v. Iowa State Highway Commission, 259 Iowa 616, 144 N.W.2d 277, 280 (1966); Wilson v. Fleming, 239 Iowa 718, 31 N.W.2d 393 (1948).

❖ **ARMS LENGTH CONTRACT SALES OF THE SUBJECT PROPERTY ARE INDEPENDENT SUBSTANTIVE EVIDENCE OF THE FAIR MARKET VALUE OF THE SUBJECT PROPERTY**

Jordan v. Iowa Department of Transportation, 468 N.W.2d 827 (Iowa 1991) – suit between contract seller-grantor and grantor's contract buyer. The contract buyer bought the subject property as a mobile home sales site subject to a right of way acquisition contract with the Dot agreeing to limit the height of a raised median to six inches. The contract buyer sued his seller when the median was constructed higher, to a height that mobile homes could not cross it to gain access to the site. The subject property was purchased on contract twice within one year. The Supreme Court rejected evidence of sales of other property, accepted the contract sales of the subject property as reduced to their cash value as the best evidence of the subject property.

To the same effect, see, Riley v. Iowa City Board of Review, 549 N.W.2d 289 (Iowa 1996). In Riley, the supreme court reversed the district court and upheld the valuation of two properties based on the purchase price of two subject properties purchased in a normal transaction without distorting factors the same month the properties were pre-assessed against the claim of the assessor who cited sales price of a nearby comparable property, an analysis of all apartment house sales in Iowa City from 1987-1992 and a comparable sales price analysis based on square footage. Redfield v. ISHC, 99 N.W.2d 413 (Iowa 1959). In Redfield, the subject property was purchased in February 1956 and a part of it was condemned in 1957. The Supreme Court authorized the admission of the landowner's deed or contract as independent substantive evidence of the value of the subject property. Campbell v. ISHC, 222 Iowa 544, 269 N.W. 20 (1936). In Campbell, the subject property was purchased nine months prior to condemnation where the revenue stamps were accepted as reliable indicia of the consideration paid or its sale price.

❖ **SALES WHICH ARE COMPARABLE, AS A MATTER OF LAW, ARE INDEPENDENT SUBSTANTIVE EVIDENCE OF THE VALUE OF THE SUBJECT PROPERTY**

The sales price of third party sales which are comparable to the subject property, as a matter of law, is independent substantive evidence of the value of the subject property. For such sales and their sales prices to be comparable as a matter of law, they

must be similar but not necessarily identical on size, use, location, character of land and time, mode and nature of the sale. In RE Primary Road No. Iowa 141, 255 Iowa 711, 124 N.W.2d 141, 147 (1963). Four acres off of property, slightly west and more valuable than plaintiffs with 154 feet frontage along the same Highway 141, with no stream and with water and sewer held to be evidence that a larger jury's award was based on passion and prejudice and granted a new trial. See also, Belle v. Iowa State Highway Commission, 126 N.W.2d 311 (Iowa 1964); Redfield v. ISHC, 99 N.W.2d 413 (Iowa 1959); Iowa Development Company v. Iowa State Highway Commission, 122 N.W.2d 323 (Iowa 1963).

❖ **SALES PRICES OF SALES NOT COMPARABLE AS A MATTER OF LAW ARE NOT INDEPENDENT SUBSTANTIVE EVIDENCE FOR ANY PURPOSE**

Sales information (except price) may be admitted where offered as a foundation for the expert opinion of the appraiser in order to obtain a general concept of the value of land in the immediate vicinity, soil conditions and comparisons and the general lay of the land for the sales and the subject. Martinson v. Iowa State Highway Commission, 134 N.W.2d 340 (Iowa 1965).

When a sale is not comparable as a matter of law, it is not admissible as independent substantive evidence of the value of the subject property and evidence of its sale price can not be used for any purpose in a district court of appeal. Bellew v. Iowa State Highway Commission, 171 N.W.2d 284, 288-289 (Iowa 1969). Subject property was 149.5 acre farm with 120 acres south and 40 acres north of Ashworth Road, with 3,960 feet of frontage on Ashworth Road located two miles west of West Des Moines. The Supreme Court found the following sales were not comparable as a matter of law, and admitting their sales price was reversible error. The landowner's three appraisers cited 20 sales. (1) The greater number consisted of two or less acres of farm 110 feet to perhaps 400 feet frontage on Ashworth Road; (2) majority of such frontages were 300 feet or substantially less; (3) others involved five-acre and ten-acre sales; (4) one 36-acre sale; and, (5) one 112-acre sale. Redfield v ISHC, 99 N.W.2d 413 (Iowa 1959). Redfield owned a 97.2 acre remote, unimproved farm. A sale of 47 acres of highly improved church property for \$531,000.00 and a sale of a .5 acre tract located in center of existing commercial area were not comparable as a matter of law. Iowa Development Company v. Iowa State Highway Commission, 122 N.W.2d 323 (Iowa 1963). A 291 acre tract 3.5 times as large as Redfield 97.2 acre parcel. Admission of 5 acre and other small acreage sales prices was reversible error.

❖ **LAND CONTRACTS MUST BE REDUCED TO THEIR CASH EQUIVALENT VALUE AS A CONDITION TO BEING USED AS EVIDENCE OF THE VALUE OF THE SUBJECT PROPERTY**

Iowa Civil Jury Instruction 2500.4, Fair to Reasonable Market Value. Jordan v. Iowa Department of Transportation, 468 N.W.2d 827 (Iowa 1991). Factors approved by the Supreme Court to be considered by the appraiser include Market to Contract interest rates, contract terms, and down payment with separate calculations where factors vary during the term of the contract. *Redfield v. Iowa State Highway Commission*, 110 N.W.2d 397 (Iowa 1961). For a contract sale to be admitted as evidence of the value of the subject property, the sale must meet the good faith, no speculation, not for consideration other than money and reasonable proximity to actual cash value standards of the second Redfield case.

❖ **UNACCEPTED OFFERS OF SALE GENERALLY NOT ACCEPTED AS EVIDENCE OF VALUE**

An unaccepted offer of sale that assumes that a certain use of the property will be permitted and that subsequently fail to reach fruition because the assumption is incorrect should, as a general rule, not be accepted as evidence of the value of real property. *Danamere Farms, Inc. v. Iowa Department of Transportation*, 567 N.W.2d 231 (Iowa 1997). Two acre should, as an offer on another part of the owner's property, be rejected as evidence of the value of owner's 23 acre farm where 5.75 acres were acquired to widen road. *Hardaway v. City of Des Moines*, 166 N.W.2d 578, 580 (Iowa 1969). Rejected offer to prove Hardaway had an unnamed bonding company offer to buy the total property, all of which is being acquired two years prior to the condemnation. Suggests admit only in the absence of an actual sale affording a comparable standard and only on proof from the buyer.

❖ **SPECULATIVE CONTRACT SALES OR CONTRACT SALES FOR A CONSIDERATION OTHER THAN MONEY ARE INADMISSIBLE**

Redfield v. Iowa State Highway Commission, 110 N.W.2d 397 (Iowa 1961). Examples of speculative contracts that do not sufficiently reflect actual cash market value to be admissible as a comparable sale include: a sale with \$5,000.00 down payment for a total payment of \$85,000.00, no payment for 3 years unless lots and deeds demanded, payment only if lots sold, where entire enterprise was tinged with speculation; or where land sold subject to leases, seller keeps all crops with no compensation to buyer, buyer obligated to install adequate sewer, sewer pumping station, buyer to post indemnity bond; and a sale of \$100,000.00 to total payment with \$20,000.00 down, first year buyer can only pay \$5,000.00 on February 1, 1959, the right to defer payments over a 16 year period.

❖ **MOVING COST PAYMENTS AND PAYMENT FOR PERSONAL PROPERTY WHICH IS DAMAGED OR DESTROYED OR REDUCED IN VALUE ARE NOT COMPENSABLE ITEMS OF DAMAGE FOR THE EMINENT DOMAIN REAL PROPERTY APPRAISER**

The appraiser shall not consider or make any allowance for personal property which is damaged or destroyed or reduced in value or for moving costs in appraising real property or interests in real property for an eminent domain acquisition. See, Nidy and Company v State, 189 N.W.2d 583 (Iowa 1971). Section 6B.42 Eminent domain – payment to displaced persons, of the *Iowa Code* requires: “the acquiring agency to provide to the person, in addition to any other sum of money in payment of just compensation, the payments and assistance required by law, in accordance with Chapter 316 Relocation of persons Displaced by Highways. Moving cost payments and payments for personal property which is damaged or destroyed or reduced in value by an acquisition of property authorized by Section 6B.14 or any other provision of the Code under the powers of eminent domain on projects where relocation assistance payments are to be paid under Chapter 316 of the *Iowa Code* shall be those payments authorized by relocation assistance under Chapter 316 and shall not be made or included as part of an award of damages in any condemnation proceeding, nor considered to be a compensable item of damage in an appraisal as required by Section 316.2 Effect of Acquisition and Condemnation, subsection (3) of the *Iowa Code*.

Section 316.2 reverses Des Moines Wet Wash Laundry v. City of Des Moines, 197 Iowa 1082, 198 N.W. 486, 489 (1924) which held that it was necessary to consider special plumbing, washers and dryers as realty in order to justly compensate for the taking of a leasehold interest with favorable market rent, and three years remaining on its term. These damages are now fully compensated for as personal property as a relocation assistance payment.

Note this applies to all public authorities or persons conferred the right to condemn private property, who initiate negotiations to acquire property in whole or part. See, Section 316.1 Definitions, subsection (5)(a)(3) displaced persons.

< LETTERHEAD>

<DATE>

<NAME>

<TITLE>

Office of Right of Way
 Iowa Department of Transportation
 800 Lincoln Way
 Ames, IA 50010

Dear <NAME>:

Re: Detailed Appraisal Report
 <COUNTY> <PROJECT NO.> <PARCEL NO.>
 <ADDRESS OR GENERAL LOCATION OF THE PROPERTY>

At your request I have inspected and prepared an eminent domain appraisal for the above referenced property. The purpose of the appraisal is to estimate the fair market value of the fee simple estate, and of the separate property ownership or tenant interests, if applicable, in the property immediately before and after the proposed acquisition. The intended use is to serve as a basis for estimated just compensation by the Iowa Department of Transportation.

This appraisal is prepared in accordance with the Iowa Department of Transportation Appraisal Operational Manual dated March 1, 2003. The depth of presentation is specific to the needs of the client for the intended use only. While I understand the appraisal will be sent to the property owner, it is not intended for use by the property owner with respect to mortgage loan, estate settlement or other non-eminent domain related purposes without the express written consent of the appraiser.

Based on my analysis in this appraisal, the estimate of Just Compensation as of <DATE> is:

(For a total acquisition) \$ _____

(or)

(For a partial acquisition) Before Value: \$ _____
 After Value: \$ _____
 Difference: \$ _____

Respectfully submitted,

<SIGNATURE>

< LETTERHEAD>

<DATE>

<NAME>

<TITLE>

Office of Right of Way
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

Dear <NAME>:

Re: Value Finding Appraisal Report
<COUNTY> <PROJECT NO.> <PARCEL NO.>
<ADDRESS OR GENERAL LOCATION OF THE PROPERTY>

At your request I have inspected and prepared an eminent domain appraisal for the above referenced property. The purpose of the appraisal is to estimate the fair market value of the fee simple estate, and of the separate property ownership or tenant interests, if applicable, in the property immediately before and after the proposed acquisition. The intended use is to serve as a basis for estimated just compensation by the Iowa Department of Transportation.

This appraisal is prepared in accordance with the Iowa Department of Transportation Appraisal Operational Manual dated March 1, 2003. The depth of presentation is specific to the needs of the client for the intended use only. While I understand the appraisal will be sent to the property owner, it is not intended for use by the property owner with respect to mortgage loan, estate settlement or other non-eminent domain related purposes without the express written consent of the appraiser.

Based on my analysis in this appraisal, the estimate of Just Compensation as of <DATE> is:

\$ _____

Respectfully submitted,

<SIGNATURE>

SUMMARY OF PROPOSED ACQUISITION EXPLANATION

RIGHT OF WAY OFFICE
SUMMARY OF PROPOSED ACQUISITION
DESIGN SECTION

ID No. _____

Parcel No. _____

County _____ Project No. _____

Owner of Record _____

Contract Purchaser _____

Leasehold _____

Mineral Rights/Mineral Leases _____

1. PERMANENT ACQUISITION AND PROPERTY AREAS:

ROW in Name of State	_____	acres	}	_____	acres
*Fee Title Excess/Uneconomic Remnant	_____	acres			
Wetland Mitigation Area	_____	acres			
ROW in Name of City	_____	acres			
ROW in Name of County	_____	acres			
*Easement for _____	_____	acres	}	_____	acres
*Easement in Name of County For _____	_____	acres			
*Easement in Name of City For _____	_____	acres			

Area of remaining property			
Left of ROW	_____	tax acres	_____ acres
Right of ROW	_____	tax acres	_____ acres

Total area of property before acquisition (sum of above)	_____	acres
--	-------	-------

*Quit Claim Deed	_____	acres
------------------	-------	-------

* Refer to plat for takings from more than one tract

2. FLOWAGE EASEMENT TO ELEV.	_____	acres
-------------------------------------	-------	-------

3. RIGHT TO POND WATER TO ELEV.	_____	acres
--	-------	-------

4. ACQUIRE UNDERLYING TITLE TO EXISTING ROW (CURRENTLY HELD BY EASEMENT)	_____	
---	-------	--

State	_____	acres
-------	-------	-------

5. TEMPORARY ACQUISITION:		
----------------------------------	--	--

Borrow by Easement	_____	acres
--------------------	-------	-------

Haul Road by Easement	_____	acres
-----------------------	-------	-------

Detour by Easement	_____	acres
--------------------	-------	-------

Temporary Easement to _____	_____	
-----------------------------	-------	--

6. ACCESS CONTROL: Classification adjacent to this property is	<input type="checkbox"/> Priority I	<input type="checkbox"/> Priority III	<input type="checkbox"/> Priority V
	<input type="checkbox"/> Priority II	<input type="checkbox"/> Priority IV	<input type="checkbox"/> Priority VI

Access Rights to be acquired between Stations	_____	& Sta.	_____
	_____	& Sta.	_____
	_____	& Sta.	_____
	_____	& Sta.	_____

Access Locations at Stations	_____	
------------------------------	-------	--

Entrances will be constructed at Stations	_____	
---	-------	--

Additional Length of Drive	_____	ft.
----------------------------	-------	-----

7. ROW FENCING:

The State will construct access control fencing through the Priority I access control limits:	_____	sta.	_____	to	_____	,
---	-------	------	-------	----	-------	---

sta.	_____	to	_____	,	sta.	_____	to	_____	,
------	-------	----	-------	---	------	-------	----	-------	---

including side road access control limits:	_____	sta.	_____	to	_____	,	sta.	_____	to	_____	,
--	-------	------	-------	----	-------	---	------	-------	----	-------	---

sta.	_____	to	_____	,	sta.	_____	to	_____	,
------	-------	----	-------	---	------	-------	----	-------	---

The Acquisition Agent is responsible for determining the amount of right of way if any is to be replaced in all other locations.

COMMENTS

Prepared by: _____

Date: _____

RIGHT OF WAY DESIGN		00000000000\ROW\J12345678.
SUMMARY OF PROPOSED ACQUISITION		
DESIGN SECTION		
County _____	Project No. _____	ID No. _____
Owner of Record _____		Parcel No. _____
Contract Purchaser _____		
Leasehold _____		
Mineral Rights/Mineral Leases _____		

#####

- 00000000o00\row\j12345678.** – This is an internal computer location path.
- County** – County in which the property to be acquired is located.
- Project No.** – This is the Right of Way project number.
- Parcel No.** – Office of Right of Way assigned number. Each ownership should have a unique number assigned to their property for tracking and filing purposes.
- ID No.** – Office of Right of Way number, used for internal tracking of a parcel.
- Owner of Record** – This is the fee simple title holder of record (from County Courthouse).
- Contract Purchaser** – This is the person or persons, if any, that have a contract to purchase the property.
- Leasehold** – Any known leasehold interests should be listed here.
- Mineral Rights / Mineral Leases** – Any mineral rights or related information is listed here.

1. PERMANENT ACQUISITION AND PROPERTY AREAS:			
	ROW in Name of State	_____	acres SF
	Excess/Uneconomic Remnant	_____	acres SF
*Fee Title	Wetland Mitigation Area	_____	acres SF
	ROW in Name of City	_____	acres SF
	ROW in Name of County	_____	acres SF
*Easement for	_____	_____	acres SF
*Easement in Name of County For	_____	_____	acres SF
*Easement in Name of City For	_____	_____	acres SF
Area of remaining property			
	Left of ROW	_____	tax acres SF
	Right of ROW	_____	tax acres SF
Total area of property before acquisition (sum of above)			tax acres SF
*Quit Claim Deed			acres SF
* Refer to plat for takings from more than one tract			

#####

Permanent Acquisition and Property Areas: - Determination of acquisition type.

ROW in Name of State – This line is for acquisition that is to be acquired by fee simple title in the name of The State of Iowa.

Excess/Uneconomic Remnant – This line is for the area that is deemed to be excessive to the required right of way at this time. This area may be disposed of at a later date. This area will be acquired by fee simple title in the name of the State of Iowa.

Wetland Mitigation Area – This line is for the area required for wetland mitigation. This area will be acquired by fee simple title in the name of the State of Iowa.

Fee Title ROW in Name of City – This line is for acquisition by fee simple title in the name of the relevant city. The specific city should be stated on the attached plot plan.

ROW in Name of County – This line is for acquisition by fee simple title in the name of the relevant county.

Easement for – This line is for the purpose and area to be acquired by permanent easement in the name of the State of Iowa. Examples would be: Roadway, Culvert, Wetland Mitigation, etc.

Easement in Name of County for – This line is for the purpose and area to be acquired by permanent easement in the name of the relevant county.

Easement in Name of City for – This line is for the purpose and area to be acquired by permanent easement in the name of the relevant city.

Area of remaining property, Left of ROW and Right of ROW – This is the taxable acreage area that will be remaining on the parcel after the right of way acquisition process is completed and is broken down left and right of the proposed highway.

Total area of property before acquisition (sum of above) – This is the taxable area of the property before the right of way acquisition process. This figure is taken from the assessor's records when available. If the information is not available, such as in urban areas, the area is calculated and marked as such.

Quit Claim Deed – This line is for the area of any quit claim deeds that may be required. Quit claim deeds are utilized when the owner is unable to convey fee simple title.

GENERAL NOTES REGARDING ACQUISITION TYPES:

Acquisition Symbols (shown on plan sheets)

Solid triangle – Proposed fee simple title

Solid hexagon – Proposed permanent easement

Open triangle – Existing right of way break point

Open hexagon – Proposed temporary easement break point

Types of Acquisition on Plot Plans

Single hatched area – Proposed acquisition in the name of the state (both fee simple title and permanent easement are shown in the same manner but will be differentiated by notation on the plot plan)

Crosshatched area – Proposed acquisition in the name of the county

Dashed single hatched – Proposed acquisition in the name of the city

Single hatched by parallel lines – proposed temporary easement area

Double hatched area – Proposed temporary easement

2. FLOWAGE EASEMENT TO ELEV. _____	_____	acres
3. RIGHT TO POND WATER TO ELEV. _____	_____	acres
4. ACQUIRE UNDERLYING TITLE TO EXISTING ROW (CURRENTLY HELD BY EASEMENT)	_____	acres
State _____	_____	acres
5. TEMPORARY ACQUISITION:		
Borrow by Easement _____	_____	acres
Haul Road by Easement _____	_____	acres
Detour by Easement _____	_____	acres
Temporary Easement to _____	_____	acres

#####

Flowage Easement to Elev. – This line provides an elevation that water may temporarily reach and an area that would be covered at the specified elevation.

Right to Pond Water to Elev. – This line provides an elevation that water will be impounded to and an area that would be covered at the specified elevation.

Acquire Underlying Title to Existing ROW (Currently Held by Easement) – This is the area that is currently held by permanent easement that will be converted to fee simple title. This area is non compensable.

Temporary Acquisitions : - Areas where there is a temporary easement need.

Borrow by Easement – This area would have dirt removed and used for the new road construction. This area is provided since it will be encumbered and unusable by the property owner for the duration of the project construction. Borrows that are to be acquired by fee simple title are included in the fee acquisition area under “ROW in Name of State”.

Haul Road by Easement – This area is for construction to transport dirt from the borrow to the new roadway. This area is provided since it will be encumbered and unusable by the property owner for the duration of the project construction.

Detour by Easement – This area will be used for vehicles to use while the road is under construction. This area is provided since it will be encumbered and unusable by the property owner for the duration of the project construction.

Temporary Easement to – This line is used to list those items that will require encroachment for a temporary length of time such as construction of entrances, shaping etc.

6. ACCESS CONTROL: Classification adjacent to this property is	?	Priority I	?	Priority III	?	Priority V
	?	Priority II	?	Priority IV	?	Priority VI
Access Rights to be acquired between Stations				& Sta.		
				& Sta.		
				& Sta.		
				& Sta.		
Access Locations at Stations						
Entrances will be constructed at Stations						
Additional Length of Drive						_____ ft.

#####

ACCESS CONTROL:

Classification adjacent to this property is – Priority classification establishes the general access control spacing for highways. Priority classification can change within the project - Priority I is the most stringent and Priority VI the least.

Priority I – A primary highway constructed as a fully controlled access highway. Permanent access to the facility is allowed only at interchange locations.

Priority II – A primary highway constructed as a two-lane or multilane facility with a high degree of access control. Access to the facility is allowed only at interchanges and selected at-grade locations. The minimum allowable spacing between access locations is one-half mile.

Priority III – A primary highway constructed as a two-lane or multilane facility with access allowed at interchanges and at-grade locations. The minimum allowable spacing between access locations is 1000 feet, but spacing of one-quarter mile is preferable.

Priority IV – A primary highway constructed as a two-lane facility, but may include certain a multilane facility. This category is divided into (a) with minimum spacing of 600 feet and (b) with minimum spacing of 300 feet.

Priority V – A primary highway where access rights were acquired between 1956 and 1966 with no spacing limitations. There are a number of criteria, but generally restricted to one entrance per 1,000 feet of highway frontage.

Priority VI – A primary highway where the acquisition of access rights or additional access rights is not anticipated. Access locations are approved based on safety and need.

(see “Iowa Primary Road Access Management Policy” for specific priority descriptions).

Access rights to be acquired between Stations – Lists the limits of the access control to be acquired. These limits should be indicated on the plot plan.

Access Location points at Stations – These are reserved location points within the access control limits. These are reserved on the agreement and in the respective deed. Usually entrances will be constructed at these locations but not always.

Entrances will be constructed at Stations – All entrances that are to be constructed on the property should be listed. Entrance types are divided into the following three classes according to their normal usage:

Type “A” Entrance – An entrance developed to carry sporadic or continuous heavy concentrations of traffic. Generally carries in excess of 150 vehicles per hour. An entrance of this type would consist of multiple approach lanes and may incorporate a median. Entrance width is on a case-by-case basis. Examples include racetracks, large industrial plants, shopping centers, subdivisions or amusement parks.

Type “B” Entrance – An entrance developed to serve moderate traffic volumes. Generally, carries at least 20 to 150 vehicles per hour. An entrance of this type would normally consist of one inbound and one outbound traffic lane. Allowable width is 24-45 feet. For one-way operation, allowable width is 12-30 feet. Examples include service stations, small businesses or light industrial plants.

Type “C” Entrances – An entrance developed to serve light traffic volumes. Generally carries less than 20 vehicles per hour. An entrance of this type would not normally accommodate simultaneous inbound and outbound vehicles. Allowable width is 15-30 feet. If the entrance serves more than one property, the allowable width is 20-35 feet. Examples include residential, farm or field entrances.

Additional Length of Drive – Where entrances on private property are relocated from the original alignment, the additional length of the drive to be maintained is noted here. The property owner will be compensated at the rate of \$20 per lineal foot of computed distance for future maintenance. This is only provided on entrances to residences.

Basis:

Section 306.19 Right of Way Access Notice, subsection (2)(a) of the *Iowa Code*.

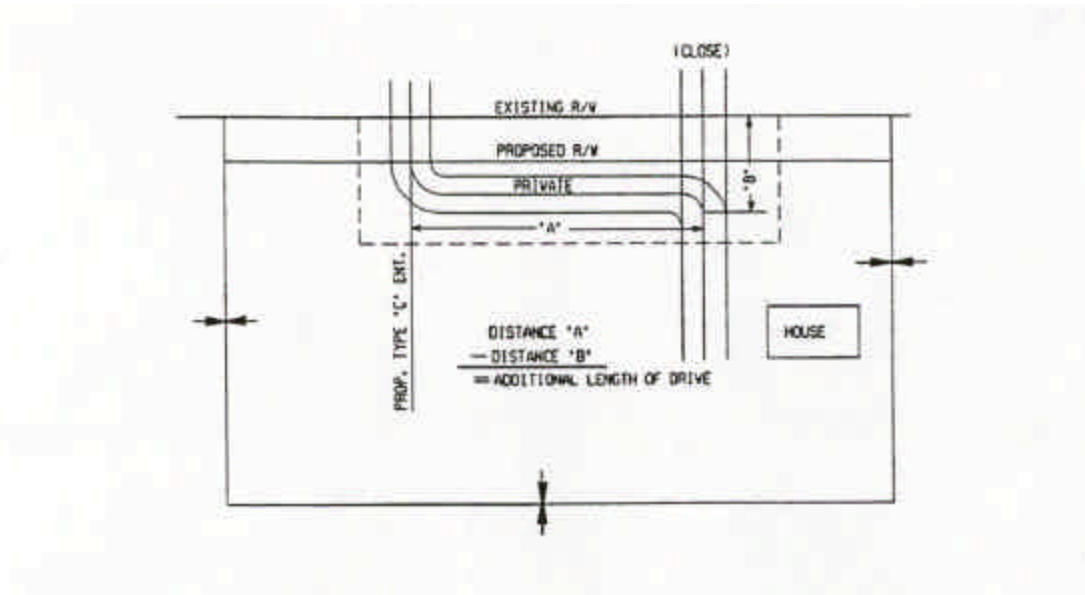


Exhibit 21-7

7. ROW FENCING:

The State will construct access control fencing through the Priority I access control limits: sta. _____ to _____ ,
sta. _____ to _____ , sta. _____ to _____ , sta. _____ to _____ ,
including side road access control limits: , sta. _____ to _____ , sta. _____ to _____ ,
sta. _____ to _____ , sta. _____ to _____ , sta. _____ to _____ .
The Acquisition Agent is responsible for determining the amount of right of way if any is to be replaced in all other locations.

COMMENTS

Prepared by _____
Date _____

#####

ROW FENCING

This area lists the limits of the fencing that will be constructed by the State and therefore the property owner should not be compensated for said fence within these limits. This is done on all Priority I projects and could be at Interchanges.

Comments – This area should contain any general comments that would be pertinent to the parcel. All entrances that are going to be closed should be listed here as well as any previously acquired access control along with reserved access locations that will be eliminated, moved etc.